

## PROHIBITION ON CARTEL ACTIVITY

1. Compliance with Applicable Laws. Supplier agrees to comply with all applicable antitrust and/or competition laws in all relevant jurisdictions impacted by the Agreement between Supplier and The Coca-Cola Company (“TCCC”). Supplier will not engage in anti-competitive practices, as defined by such applicable law, including but not limited to illegal cartels, price-fixing with competitors, unlawful exchanges of information with competitors, and geographic market or customer allocation.
2. Representations and Warranties. Supplier represents and warrants that:
  - (a) The prices of products sold by Supplier to Authorized Purchasers, as set forth in the Agreement, are not in any way affected as the result of any conversations, meetings, exchanges of information, agreements or understandings between or among Supplier and competitors of Supplier; and
  - (b) Supplier has not engaged in conversations, meetings, exchanges of information, agreements or understandings with competitors of Supplier regarding the manufacture, supply or pricing of products to Authorized Purchasers, including relating to, but not limited to:
    - (i) Raising, lowering, stabilizing or otherwise fixing prices;
    - (ii) Reducing output of products;
    - (iii) Coordinating bidding activities for the supply of products to Authorized Purchasers;
    - (iv) Allocating customers or geographic territories; and
    - (v) Boycotting customers, including TCCC and/or Authorized Purchasers, or suppliers.
3. Policies and Procedures. Supplier represents and warrants that it has in place, and will follow and enforce, reasonable written policies and procedures designed to prevent and detect possible violations described in Section 1 above in its own operations and direct business relationships.
4. Violations. At such time as Supplier has reasonable grounds to believe that a violation described in Section 1 has occurred, Supplier will promptly report in writing to TCCC and any affected Authorized Purchaser the possible violation and Supplier’s corrective action plan to remedy the possible violation. Without limiting TCCC’s or any Authorized Purchaser’s private rights or remedies under any antitrust or competition laws of any applicable jurisdiction, Supplier agrees to promptly fully reimburse TCCC or any Authorized Purchaser for any damages they incur as the result of a breach of the above Section 1.
5. Cooperation. Supplier represents and warrants that it will cooperate fully with any governmental agency investigating a possible violation described in Section 1.
6. Other Agreements. Supplier agrees to incorporate the substance of this Prohibition on Cartel Activity policy in all of its subcontracts or other agreements related in any way to the supply of products to Authorized Purchasers.
7. Termination for Violation by Authorized Purchaser. Supplier acknowledges and agrees that any Authorized Purchaser may, in its sole discretion and without penalty of any type or kind, terminate any agreement between it and Supplier upon such Authorized Purchaser’s reasonable belief of Supplier’s failure to comply with Section 1 above. Said belief may include, but is not

limited to, Authorized Purchaser's knowledge of good faith allegations of Supplier's failure to comply with Section 1 above.

8. Termination for Violation by Company. Supplier acknowledges and agrees that TCCC may, in its sole discretion and without penalty of any type or kind, terminate the Agreement between it and Supplier upon TCCC's reasonable belief of Supplier's failure to comply with Section 1. Said belief may include, but is not limited to, TCCC's knowledge of good faith allegations of Supplier's failure to comply with Section 1. Supplier acknowledges that any authorization granted by TCCC or its designated Operating Group is granted in reliance on the representations and warranties contained in Section 1 above, and such reliance was a material factor in TCCC's granting of the Agreement and any Authorization.

For purposes of this Prohibition on Cartel Activity policy, the term "**Supplier**" is deemed to include, in addition to the corporate entity that is a party to the Agreement with TCCC, the Supplier's directors, officers, Affiliates, subsidiaries, shareholders, beneficial owners in the case of non-publicly traded shareholders, and the funding sources for any of the foregoing.

**Capitalized terms used in this "Prohibition on Cartel Activity" policy shall have the respective meanings given them in the Supplier's Authorization Agreement between TCCC and Supplier.**

*Revised: March 24, 2009*